

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR
CITYWIDE CONCRETE MAINTENANCE PROJECT NO. 7070 & 7079 WITH
D.M. CONTRACTING, INC.**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE CONCRETE MAINTENANCE PROJECT NO. 7070 & 7079, is made and effective as of December 13, 2021, between the City of Upland, a municipal corporation ("City") and D.M. Contracting, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

A. WHEREAS, the Parties entered into an agreement, dated January 29, 2020, for Citywide Concrete Maintenance Project No. 7070 & 7079 (the "Original Agreement"); and

B. WHEREAS, the Parties entered into an amendment to the Original Agreement, dated January 11, 2021, to include services for Citywide Concrete Maintenance Project No. 7070 & 7079 for FY 20-21 and FY 21-22 (the "First Amendment"); and

C. WHEREAS, the Parties now desire to amend the Original Agreement in order to include additional funds for the continued performance of the services.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, the Parties to this Second Amendment mutually agree as follows:

AMENDMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Compensation. The total not-to-exceed compensation of the Original Agreement shall be increased to \$2,835,468 for the total term of the Original Agreement unless additional payment is approved as provided in the Original Agreement. The not-to-exceed amounts for Fiscal Years 21-22 and 22-23 shall be as follows: \$1,026,000 for FY 21-22 and \$1,000,000 for FY 22-23.

3. Full Force. Except as amended by this Second Amendment, all provisions of the Original Agreement, as previously amended, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Second Amendment.

4. Electronic Transmission. A manually signed copy of this Second Amendment which is transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Second Amendment for all purposes.

**SIGNATURE PAGE FOR
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH D.M. CONTRACTING, INC**

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed the day and year first above written.

CITY OF UPLAND




Michael Blay, City Manager

Attest:



Keri Johnson, City Clerk

Approved As to Form:



Stephen Deutsch, City Attorney

CONTRACTOR

D.M. Contracting, Inc., 1065 Harbor Drive, Colton, CA 92324

By: 

Name: David S. Magana

Title: president

By: 

Name: David G. Magana

Title: Vice president